

DEPARTMENT OF INDUSTRIAL RELATIONS  
DIVISION OF LABOR STATISTICS & RESEARCH  
455 Golden Gate Avenue, 8<sup>th</sup> Floor  
San Francisco, CA 94102

ADDRESS REPLY TO:

San Francisco

P.O. Box 420603  
CA 94142-0603



## SCOPE OF WORK PROVISIONS

FOR

### **PLUMBER:**

PLUMBER, INDUSTRIAL AND GENERAL PIPEFITTER  
PLUMBER, INDUSTRIAL AND GENERAL PIPEFITTER (2<sup>ND</sup> SHIFT)  
SEWER AND STORM DRAIN PIPELAYER  
SEWER AND STORM DRAIN PIPELAYER (2<sup>ND</sup> SHIFT)  
SEWER AND STORM DRAIN PIPE TRADESMAN  
SEWER AND STORM DRAIN PIPE TRADESMAN (2<sup>ND</sup> SHIFT)

IN

IMPERIAL, LOS ANGELES, ORANGE, RIVERSIDE, SAN  
BERNARDINO, SAN DIEGO, SAN LUIS OBISPO, SANTA  
BARBARA, AND VENTURA COUNTIES

AND

PLUMBER, INDUSTRIAL AND GENERAL PIPEFITTER  
PLUMBER, INDUSTRIAL AND GENERAL PIPEFITTER (2<sup>ND</sup> SHIFT)  
REFRIGERATION FITTER SERVICE/REPAIR  
REFRIGERATION FITTER SERVICE/REPAIR (2<sup>ND</sup> SHIFT)

IN

INYO, KERN AND MONO COUNTIES

**1998-2008**  
**Master Agreement**

**FOR THE**  
**PLUMBING AND PIPING INDUSTRY OF SOUTHERN CALIFORNIA**  
**BETWEEN**  
**CALIFORNIA PLUMBING AND**  
**MECHANICAL CONTRACTORS ASSOCIATION**  
**AND**  
**SOUTHERN CALIFORNIA PIPE TRADES**  
**DISTRICT COUNCIL NO. 16**  
**OF THE UNITED ASSOCIATION**

**RECEIVED**  
Department of Industrial Relations

**EFFECTIVE JULY 1, 1998**

**JUN 24 2003**

Div. of Labor Statistics & Research  
Chief's Office

**MODIFIED 12-01-01**



Contractors are involved on such work, the Joint Arbitration Board shall decide which Contractor or Contractors are liable and the amount of liability. Contractors signed to this Agreement shall be bound by it on all jobs or projects in its entirety.

6.1.5 The Contractor agrees that neither he nor any of his subcontractors on the site will subcontract any work covered by this Agreement to be done at the site of the construction, alteration, painting or repair of a building, structure or other work except to a person, firm or corporation party to the District Council No. 16 Master Labor Agreement.

6.1.6 This Agreement shall cover all future locations which the Employer may operate during the term of this Agreement, or any extension thereof.

6.1.7 Whenever a Contractor has definite knowledge that he is taking over a contract for a job that has been partially completed by another Contractor, he shall notify the Local Union holding jurisdiction in writing before starting work.

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## SECTION 7 FABRICATION & INSTALLATION

7.1.1 "Fabrication" is defined to mean cutting, threading and/or joining together by any means or method of kinds of pipe and nonstructural pipe and equipment supports regardless of its composition or structure.

7.1.2 Standard millrun lengths of pipe sixteen feet (16') or over are not fabricated material for the purpose of this Agreement. Custom lengths are fabricated material with the exception of nipples up to twelve inches (12") in length. Unistrut or similar material less than ten feet (10') in length shall be considered fabricated material for the purpose of this Section. Victaulic grooving or cutting to length of such pipe is fabricated material excluding standard millrun lengths sixteen feet (16') or over and nipples up to twelve inches (12").

7.1.3 All pipe and nonstructural pipe and equipment supports fabricated for specialty units, service facilities, heating, refrigeration and air-conditioning equipment used in

buildings, facilities or manufacturing establishments, shall be fabricated under the terms of this Agreement and may be installed throughout District Council No. 16.

7.1.4 All pipe and nonstructural pipe and equipment supports may be fabricated in the Contractor's shop or yard, if located in the area covered by this Agreement, and transported for installation on any job in the geographical area covered by this Agreement including all work covered under this Agreement performed by employees covered under this Agreement on residential prefabricated modular component construction, plumbing, heating, commercial and industrial piping.

7.1.5 Manufactured components which are not purchased by the Employer, shall be excluded from this Fabrication Section. However, such components shall be handled and installed under the terms of this Agreement. As used in this Paragraph the term "Manufactured Components" which are to become part of a piping system means either singular or in combination and all the piping included thereon, but not the pipe and pipe formations between manufactured components which is customarily the work of employees under this Agreement.

7.1.6 All catalog items, such as clamps, u-bolts, all thread rod, etc. may be purchased from any source at the option of the Employer. Erection of such items shall be covered by the terms of this Agreement.

7.1.7 Whenever a Contractor desires to fabricate pipe and related material in his shop or yard and transport it to be installed on a job site, all such fabricated pipe must have a District Council No. 16 label affixed thereto and be signed by the shop Steward, verifying the fact that the fabrication was done in accordance with the terms and conditions of this Agreement. Any employee signing a false statement for such fabrication shall be immediately discharged if found guilty by the Joint Arbitration Board.

7.1.8 Whenever a Union Representative discovers work being performed which he considers to be in violation of this Agreement, the procedure must be as follows:

7.1.8.1 The Business Manager or his

designee shall file a complaint in writing, or by telephone with confirmation in writing within forty-eight (48) hours, with the Joint Arbitration Board by notifying the Contractor, Contractors Association and District Council No. 16 that said Contractor is violating this Section. The Business Manager shall send a letter to District Council No. 16 and the Contractors Association naming the individual or individuals who are authorized to sign charges against the Contractors. Complaints arising under the Agreement will be handled by the Joint Arbitration Board or its Subcommittee.

7.1.8.2 The Secretary of the Joint Arbitration Board shall immediately send a telegram and/or certified or registered letter, return receipt requested, to the Contractor's last known address on file with District Council No. 16, advising him that such a complaint has been filed.

7.1.8.3 The Joint Arbitration Board, or a Joint Subcommittee thereof, shall immediately investigate said complaint. In the event the Board, or the Subcommittee, finds that the work in question is or is not in violation of this Section, they shall so inform the Contractor and the complaining Union, and shall determine the corrective measures that must be taken by the Contractor if the contract has been violated. Said decision shall be final and binding on all parties hereto if made by the Joint Arbitration Board. Either party shall have the right to appeal the decision of the Joint Subcommittee provided such appeal is filed in writing, certified mail, return receipt requested, to both the parties signatory hereto, within five (5) days after receipt of notification of the decision of the Joint Subcommittee.

7.1.8.4 Failure to comply with the provisions of this Section of the Agreement shall give the Joint Arbitration Board the right to require the offending Contractor to fabricate all material on the job site, which is to be installed in the area where the violation occurred, for a period of time to be determined by the Joint Arbitration Board, and such other damages, or make any other award against the Employer which it may deem appropriate under the circumstances of the particular case.

7.1.9 On work covered in Section 7.1.4 Journeymen are to be paid at eighty-five

## APPENDIX A SCOPE OF WORK

- A.1.1 This Agreement shall apply to and cover all employees of the Contractors employed to perform or performing all plumbing and piping work of every description as listed hereinafter in the area known as Southern California, more particularly described as the Counties of Los Angeles, Orange, Riverside, San Bernardino, Imperial, San Diego, Ventura, Santa Barbara, Inyo, Kern, Mono and San Luis Obispo, and all off-shore Islands and Platforms.
- A.1.1.1 All piping for plumbing, water, waste drains, floor drains, drain grates, supply downspout piping, soil pipe, grease traps, sewage and vent lines. Sewage shall include all sewers with metallic or non-metallic pipe used inside property lines.
- A.1.2 All piping for water filters, water softeners, sub water meters and setting of same.
- A.1.3 All cold, hot and circulating water lines, piping for house pumps, cellar drainers, ejectors, house tanks, pressure tanks, swimming pools, ornamental pools, display fountains, drinking fountains, aquariums, plumbing fixtures and appliances and the handling and setting of the above mentioned equipment.
- A.1.4 All water services from mains to buildings, including sub water meters.
- A.1.5 All water mains from whatever source, including branches and fire hydrants, etc.
- A.1.6 All down spouts and drainage areas, soil pipe, catch basins, manholes, drains, gravel basins, storm water sewers, septic tanks, cesspools, water storage tanks, etc. This includes all storm drain piping inside property lines.
- A.1.6.1 The sealing of sleeves, penetrations, holes, chases, passages, or openings of any kind in concrete, metal or any other material by means of machinery, tools and equipment powered by any other method, the purpose of which is to seal after the passage, placing or installation of pipe conduit, tubing or any other material installed by employees of contractors in the plumbing, heating and piping industries, for work covered under this agreement.
- A.1.7 All liquid soap piping, liquid soap tanks, soap valves, and equipment in bath and washroom, shower stalls, etc.
- A.1.8 All bathroom, toilet room and shower room accessories, i.e., towel racks, paper holders, glass shelves, hooks, mirrors, cabinets, backing and necessary supports.
- A.1.9 All lawn sprinkler work, including piping, fittings, and lawn sprinkler heads.
- A.1.10 All sheet lead lining for fountains, swimming pools or shower stalls, tanks or vats for all purposes and for roof flashings in connection with the pipefitting industry.
- A.1.11 All fire stand pipes, fire pumps, pressure and storage tanks, valves, hose racks, fire hose, cabinets and accessories, and all piping for sprinkler work of every description.
- A.1.12 All block tin coils, carbonic gas piping, for soda fountains, bars, etc.
- A.1.13 All piping for racks of every description, whether screwed or welded.
- A.1.14 All piping for pneumatic vacuum cleaning systems of every description.
- A.1.15 All piping for hydraulic, vacuum, pneumatic, air, water, steam, oil, or gas, used in connection with railway cars, railway motor cars, and railway locomotives.
- A.1.16 All marine piping and all piping used in connection with ship building and ship yards.
- A.1.17 All power plant piping of every description.
- A.1.18 All handling, assembling and erecting of all economizers, superheaters, regardless of the mode or method of making joints, hangers and erection of same.
- A.1.19 All internal and external piping on boilers, heaters, tanks and evaporators, water legs; water backs and water grates, boilers compound equipment, etc. Excluding package boilers that are shipped preassembled. Separate packages of prefabrication will not be considered preassembled.
- A.1.20 All soot blowers and soot collecting piping systems.
- A.1.21 The setting, erecting and piping for all smoke washing and regulating devices.
- A.1.22 The setting, erecting and piping of instruments, measuring devices, thermostatic controls, gauge boards and other controls used in connection with power, heating, refrigerating, air-conditioning, manufacturing, mining and industrial work.
- A.1.23 The setting and erecting of all boiler feeders, water heaters, filters, water softeners, purifiers, condensate equipment, pumps, condensers, coolers and all piping for same in powerhouses, distributing and boosting stations, refrigeration, bottling, distilling, and brewing plants, heating, ventilating and air-conditioning systems.
- A.1.24 All piping for artificial gases, natural gases, and holders and equipment for same, chemicals, minerals and byproducts and refining of same, for any and all purposes.
- A.1.25 The setting and erecting of all underfed stokers, fuel burners and piping, including gas, oil power fuel, hot and cool air piping and all accessories and parts of burners and stokers, etc.
- A.1.26 All ash collecting and conveyor piping systems, including all air washing and dust collecting piping equipment, accessories and appurtenances and regulating devices, etc.
- A.1.27 The setting and erecting of all oil heaters, oil coolers, storage and distribution tanks, transfer pumps, mixing devices and piping thereto of every description.
- A.1.28 The setting, erecting and piping of all cooling units, pumps, reclaiming systems, and appurtenances, in connection with transformers and piping to switches of every description.
- A.1.29 All fire extinguishing systems and piping, whether by water, steam, gas, or chemical, fire alarm piping, and control tubing, etc.

A.1.30 All piping for sterilizing, chemical treatment, deodorizers and all cleaning systems of every description and laundries for all purposes.

A.1.31 All piping for oil or gasoline tanks, gravity and pressure lubricating and greasing systems, air and hydraulic lifts, etc.

A.1.32 All piping for power or heating purposes, either by water, air, steam, gas, oil chemicals or any other method.

A.1.33 All piping, setting and hanging of all units and fixtures for air conditioning, cooling, heating, solar systems, roof cooling, refrigeration, ice making, humidifying, dehumidifying, dehydrating, or by any method, and the charging, testing and servicing of all work after completion.

A.1.34 All pneumatic tube work and all piping for carrying systems by vacuum, compressed air, steam, water or any other method.

A.1.35 All piping to stoves, fire grates, blasts and heating furnaces, ovens, driers, heaters, oil burners, stokes and boilers and cooling utensils, etc. of every description.

A.1.36 All piping in connection with central distributing filtration treatment stations, boosting stations, waste sewage disposal plants, central chlorination and chemical treatment work and all underground supply lines to cooling wells, suction basins, filter basins, settling basins and aeration basins.

A.1.37 All process piping for refining, manufacturing, industrial and shipping purposes of every character and description.

A.1.38 All air piping of every description.

A.1.39 All temporary piping of every description in connection with building and construction work, excavating and underground construction.

A.1.40 The laying out and cutting of all holes, chases and channels, the setting and erection of bolts, inserts, stands, brackets, backing supports, sleeves, thimbles, hangers, conduits and boxes used in connection with pipefitting industry.

A.1.41 The handling and setting of boilers,

setting of soot blowers and attaching of all boilers trimmings.

A.1.42 All pipe transportation lines for gas, oil, gasoline fluids, and liquids, water aqueducts, water lines and booster stations of every description.

A.1.43 All acetylene, heliarc, heavy wall, micro wire welding and arc welding, brazing, lead burning, soldered and wiped joints, caulked joints, expanded joints, rolled joints or any other mode or method of making joints in connection with the pipe fitting industry.

A.1.44 Laying out, cutting, bending and fabricating of all pipe work of every description, by whatever mode or method.

A.1.45 All methods of stress relieving of all pipe joints made by every mode or method.

A.1.46 The assembling and erecting of tanks, used for mechanical manufacturing or industrial purposes, to be assembled with bolts, packed or welded joints.

A.1.47 The handling and using of all tools and equipment that may be necessary for the erection and installation of all work and materials used in the pipefitting industry.

A.1.48 The operating, start up, maintenance, repairing, servicing and dismantling of all work installed by Journeymen.

A.1.49 All piping for cataracts, cascades, i.e., artificial waterfalls, makeup water fountains, captured waters used for industrial, manufacturing, commercial or for any other purpose. Excluding custom made circular piping formations for decorative fountains.

A.1.50 Piping herein specified means pipe made from metals, tile, glass, rubber, plastics, wood, or any other kind of material, or product manufactured into pipe, usable in the pipefitting industry, regardless of size or shapes.

A.1.51 All layout and takeoff work, if performed by other than the owner, on the job site.

A.1.52 Chlorination piping work including hooking up of pumps, and the installation and operation of chlorination equipment is covered under the Labor Agreement.

Sterilization and chemical analysis are not covered by the Agreement.

A.1.53 Start up, testing, flushing, purging, water balancing, placing into operation all piping equipment, fixtures and appurtenances installed under the Agreement.

A.1.54 Operation and servicing of welding machines used by U.A. members.

A.1.55 Charging water softeners.

A.1.56 The installation of reheat coils and controls when attached. Excluding coils that are totally supported by duct work.

A.1.57 Wrapping of field joints on all prewrapped pipe and pipe formations.

A.1.58 All water heaters, floor furnaces, suspended gas and oil fired heaters, including vents for same and excluding duct work.

A.1.59 Handling, including delivery or pick up at job site to or from delivery vehicles, setting, rigging, erecting and fabricating by any mode or method of all U.A. jurisdiction covered under this Paragraph.

A.1.60 All solar systems and components thereof (excluding catalog panel supports).

Committee which, with the advice of CPMCA, shall determine from time to time what constitutes a depressed area, and the nature and degree of assistance required to alleviate that depression. The Committee shall notify all Contractors of the area targeted for assistance, and the nature and degree of assistance available.

## D.2 SERVICE AND REPAIR WORK

D.2.1 The following special working rules and conditions shall be applicable to Service and Repair work.

D.2.2 The Specialty of Service and Repair work is defined as follows:

D.2.2.1 All maintenance, repair and replacement of work stated in Section 3 (Work covered) and installation of appliances.

D.2.2.2 Emergency work may be performed at any time or place under this Section of the Agreement.

D.2.2.3 New additions and remodeling of single family homes, bars, restaurants, stores and commercial buildings, not to exceed five thousand (5,000) sq. ft. of floor space, is permitted under this Section of the Agreement.

D.2.2.4 New construction work cannot be performed under this Section of the Agreement, however, Service and Repair Journeymen may be used to minimal new construction projects as long as the additional fringe contributions, overtime requirements and work hours are based on the new construction contract.

## D.2.3 REGISTRATION AND REFERRAL OF EMPLOYEES.

Employees seeking employment under this Section of the Agreement shall register with the Local Union Hiring Hall.

D.2.3.1 Employers may request individuals by name. Employment shall be at the sole discretion of the Employer following an interview in the Contractor's office. The right of the Contractor to interview new employees may be waived at his sole discretion.

## D.2.4 CLASSIFICATION OF EMPLOYEES:

D.2.4.1 Building Trades Journeyman doing Service & Repair work.

D.2.4.2 Service and Repair Mechanic Class Four.

D.2.4.3 Service and Repair Mechanic Class Three.

D.2.4.4 Service and Repair Mechanic Class Two.

D.2.4.5 Service and Repair Mechanic Class One.

D.2.5 Every Employer shall employ at least one (1) Journeyman.

D.2.6 Wage rate and fringe contributions shall be listed in Appendix E.

D.2.7 Employers may pay bonuses or commissions to Service and Repair Employees which shall be exempt from payment of fringe benefits.

D.2.8 WORKING RULES: The regular work day shall be eight (8) hours per day between the hours of 7:00 A.M. and 6:00 P.M., Monday through Saturday. Employers may schedule their Employees at their discretion during these six (6) days.

D.2.8.1 Time and one-half shall be paid for all hours worked over eight (8) hours per day or forty (40) hours per week.

D.2.8.2 Double time shall be paid for New Year's Day, Easter Sunday, Labor Day, Thanksgiving and Christmas.

D.2.9 TRAINING. A Training Program will be provided by the A & J Trust Fund for Service Mechanics desiring to increase their proficiency to progress to a higher mechanic level, however, promotion to a higher level shall be by mutual agreement between the Business Manager and Employer.

## D.3 INDUSTRIAL AND GENERAL PIPEFITTING

D.3.1 DEFINITION. The paragraphs under this Section shall apply to Employers and Employees as specified herein to work relating to oil, chemical, Power Generating, and Manufacturing Plants producing a commercial product for sale, and all other Industrial pipe work included in the recognized trade jurisdiction, as granted by the United Association. Rocketdyne and E.S.G. facilities at Santa Susana in Ventura County shall be worked under this Section.

D.3.2 This Section of the Agreement shall supercede any other provision to the contrary. All other provisions of the Agreement

shall apply.

D.3.2.1 For the purpose of this Section the Pre Apprentice classification cannot be used unless approved by the Business Manager having jurisdiction over the job.

D.3.3 TRANSFER OF MEN. Contractor who wishes to transfer Group 1 or Group 2 employees from one Local Union's jurisdiction into another Local Union's jurisdiction may do so, provided the employee has worked for said Contractor at least one hundred sixty (160) hours prior to transfer request.

D.3.3.1 Total number of employees transferred shall not exceed two (2) per job site, with the third employee to come from Group 1 list and may be designated by the resident Local Union Business Manager.

D.3.4 FABRICATION. The Fabrication Section 7 of this Agreement shall be amended for purpose of this Section to reflect that two inch (2") and under piping and piping formation shall be fabricated on the job site, shop, or fabrication yard, within the Local Union's jurisdiction of the job site. Fabrication yard or shop shall be considered an extension of the job site for purpose of dispatch and monetary benefits. The butt welding of all millrun lengths, regardless of size shall be fabricated and assembled on the job site unless it becomes a part of a dimensional welding pipe formation.

D.3.5 INCLEMENT WEATHER. An employee reporting to work at the regular starting time at a shop or job, and for whom no work is available due to weather conditions, will receive two (2) hours' pay for reporting time. To be eligible to receive such reporting pay, the employee must check in at the job or shop at the regular starting time and remain there for two (2) hours. In order to qualify for the pay provided for in this paragraph, the Employee must remain on the job available for work during the period of time for which he receives pay unless released sooner by the Employer's principal supervisor. After starting to work and work is stopped because of weather conditions the employee shall receive pay for the actual time on the job, but in no event less than two (2) hours. The Employer shall have sole responsibility to determine availability of work due to weather conditions. When the conditions set forth in this Paragraph occur on an overtime day, or on shift work, the premium rate shall be paid.

## D.5 SEWER & STORM DRAIN

D.5.1 This Section of the Agreement shall supersede any other provision to the contrary for the work listed. All other provisions of the Agreement shall apply when not in conflict.

D.5.2 Employers signing this Agreement as Sewer & Storm Drain Employers shall be limited to sewer and storm drain work and all preparation on the job site allied directly thereto including fabrication, replacement, maintenance, repair and service of such installations.

D.5.3 Contractors shall hire qualified Journeymen and Pipe Tradesmen by notifying Local Union #345 either in writing or by telephone, whenever the Employer requires employees on any job, stating the location, starting time, approximate duration of the job, the type of work to be performed, and the number of workmen required, prior to starting the job.

D.5.4 The Employer shall have the freedom of movement of all employees, materials and/or equipment on the above work throughout the area covered by this Agreement.

D.5.5 Wage rates and fringe benefits for Sewer and Storm Drain Journeymen and Pipe Tradesmen will be as listed in Appendix E.

D.5.6 In addition to the provisions of Section 5.5, any Employer covered by the provisions of this Section, hereby agrees to deduct from the wages of any employee doing work covered by this Section, working dues in the sum of 4% of the negotiated hourly wage rate multiplied by the number of hours worked in any given payroll period and will remit such sums to the Southern California Pipe Trades Trust Fund with Southern California Pipe Trades Trust Fund monthly contribution reporting forms, provided the employees in question have signed a valid authorization card, authorizing such deduction.

D.5.6.1 The working dues deduction shall be made each month by the remittance of said dues to the Southern California Pipe Trades Trust Fund, as Local Union No. 345's collection agent, not later than the 15th day of the succeeding month.

D.5.7 The work day shall be eight (8) hours,

which shall be paid at straight time wage rates. Excluding hours specified in Paragraphs 4.1.1, 4.1.2, and 4.1.4, all other time worked, except Sundays and Holidays, shall be paid at one and one-half (1 1/2) times the hourly wage; Sundays and Holidays shall be paid at double time the hourly rate.

D.5.8 INCLEMENT WEATHER: In the event that an Employer's work, as defined herein, on a job is actually shut down for one (1) or more days during the normal work week by reason of inclement weather, the Employer shall be entitled to employ Journeymen and Helpers on the succeeding Saturday at straight time wage rates, but solely upon the following conditions:

D.5.8.1 In no event may Saturday straight time work be done, if, as a result thereof, any employee would work in excess of forty (40) hours of straight time wage rates during any week.

D.5.8.2 The Employer must give advance notice thereof to the Business Manager of the Local Union, which notice shall include: the day on which work was shut down for inclement weather, and the number of employees involved. Saturday worked in the absence of such notice shall be deemed to be double time work.

D.5.8.3 Saturday straight time work shall be solely on a voluntary basis, subject to the individual discretion and desire of the employees involved. In no case shall an employee be subjected to penalty or discipline for any refusal to do straight time Saturday work.

D.5.8.4 Any Employer abusing this provision by paying, or attempting to pay straight time wage rates for Saturday work, shall lose the right to do straight time Saturday work during the remaining term of this Agreement.

D.5.9 On Sewer and Storm Drain work, the Employer shall be permitted to use employees based on the following conditions:

D.5.9.1 The workman in charge of laying the pipe shall be a Journeyman.

D.5.9.2 All other employees may be either Journeymen or Pipe Tradesmen at the option of the Employer.

D.5.9.3 Pipe Tradesmen shall not be permit-

ted on any job that does not have a Journeyman assigned thereto by the Employer.

D.5.9.4 All work incidental to the laying of the pipe, except work requiring operators for motorized equipment shall be done by employees under the terms of this Agreement.

D.5.10 Sewer and Storm Drain work shall include all Sewer and Storm Drain work inside property lines, outside of buildings. No other type of piping installation (i.e. water, gas, sanitary plumbing, etc.) shall be performed under this section outside, inside or under buildings.

D.5.11 Any Employer assigning men covered by this Section to work not covered by this Section and/or any employees covered by this Section found to be performing work not covered by this Section shall be subject to such penalties and/or damages as the Joint Arbitration Board may assess.

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## APPENDIX E

### WAGES & BENEFITS

#### E.1 WAGE RATES AND BENEFITS

E.1.1 The hourly wage rates and fringe contributions stipulated in Appendix E.1 of this Agreement, shall apply to work performed by employees on all work covered by the terms of this Agreement in the following counties: Los Angeles, Orange, Riverside, San Bernardino, Imperial, Ventura, Santa Barbara, San Luis Obispo and San Diego including all Offshore Islands and Platforms. Increases of Wages and Benefits shall be per the attached Wage Rate sheets. All increases not specifically stipulated shall be allocated at the sole discretion of District Council No. 16 by vote of its affiliate Locals.

E.1.2 The parties agree that in view of the distance of job locations within Military Reservations in Southern California and in view of job hazards and other uncertainties of work on those reservations, all work performed upon Military Reservations will be

This Master Labor Agreement shall consist of the Local Union 409 wage sheet for Kern, Inyo, and Mono Counties effective July 1, 2003, and the Master Labor Agreement for the Plumbing and Piping Industry of Southern California between the California Plumbing and Mechanical Contractors Association and the Southern California Pipe Trades District Council No. 16 of the United Association 1998-2008, modified on December 1, 2001.



**LOCAL 409  
KERN, MONO, & INYO COUNTY  
REFRIGERATION  
ADDENDUM TO THE SOUTHERN  
CALIFORNIA DISTRICT COUNCIL NO.16  
MASTER LABOR AGREEMENT  
2001-2008**

**SPECIFIC WORKING CONDITIONS,  
WAGES  
AND MEMORANDUM OF  
UNDERSTANDING**

## **ARTICLE I - REFRIGERATION ADDENDUM**

### **Sec. 1.0 SCOPE:**

- (a) This addendum covers all refrigeration building trades service and repair and installation.
- (b) This addendum covers all work assigned by the owner to the EMPLOYER and performed by the employees covered by this addendum.
- (c) This work shall be performed under all of the same working rules and conditions delineated in the Master Labor Agreement of District Council No. 16 of Southern California including but not limited to:
- (d) The laying out and cutting of all holes, chases and channels, the setting and erection of bolts, inserts, stands, brackets, supports, sleeves, thimbles, hangers, conduit, race ways and tubing for low voltage wire and boxes, used in connection with the heating air conditioning and refrigeration industry.
- (e) All piping, setting, and hanging of all units and fixtures for air conditioning, cooking, heating, roof cooling, refrigerating, ice making, humidifying, dehumidifying, dehydrating, and all low voltage controls and wiring for such work, and the charging and testing, servicing of all work after completion.
- (f) All heating, air conditioning and refrigeration controls including direct digital controls, low voltage controls, low voltage wiring, and low voltage conduit regardless of material.
- (g) The operating, maintenance, repairing, servicing, and dismantling of all work installed by journeyman members of the United Association.

### **Sec. 1.1 OVERTIME WORK:**

All work outside the normal shift, Monday through Saturday, shall be paid at one and one-half (1-1/2) times the regular rate of pay. Sundays and holidays shall be paid at double (2 times) the regular rate of pay.

### **Sec. 1.2 SHIFT WORK:**

Shift work (under five (5) days duration) shall be paid at fifteen percent (15%) premium.

### **Sec. 1.3 APPRENTICES:**

Apprentices shall be allowed to work within their capabilities and are subject to the same rules and conditions as all of the Apprentices in Southern California Apprentice program.

LOCAL 409  
KERN, MONO, & INYO COUNTY  
REFRIGERATION  
ADDENDUM TO THE SOUTHERN  
CALIFORNIA DISTRICT COUNCIL NO. 16  
MASTER LABOR AGREEMENT  
2001-2008

SIGNED FOR ASSOCIATION:

Don Garinano  
CPMCA

DATE: 7-18-03

Harry J. Kirkcounsel  
DISTRICT COUNCIL No. 16

DATE: 07/18/2003

SIGNED FOR UNION:

John Tamm  
BUSINESS MANAGER, 409

DATE: 7-1-03

J. L. ——— / AIR Control Service  
CONTRACTOR

DATE: 1-1-2003